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6 **UNITED STATES DISTRICT COURT**
7 **CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**
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9 HKM ENTERPRISES, INC, d/b/a
10 ADAPTIVE LAUNCH SOLUTIONS,

11 Plaintiff,

12 v.

13 PARSONS GOVERNMENT SERVICES,
14 INC., a Nevada corporation, and
15 PARSONS CORPORATION, a Delaware
16 corporation,

17 Defendants.

Case No. 2:23-cv-10592-MEMF-PD

**STIPULATED PROTECTIVE
ORDER**

Honorable Patricia Donahue
United States Magistrate Judge

18 1. PURPOSES AND LIMITATIONS

19 Discovery in this action is likely to involve production of confidential,
20 proprietary, or private information for which special protection from public
21 disclosure and from use for any purpose other than prosecuting this litigation may
22 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
23 enter the following Stipulated Protective Order. The parties acknowledge that this
24 Order does not confer blanket protections on all disclosures or responses to
25 discovery and that the protection it affords from public disclosure and use extends
26 only to the limited information or items that are entitled to confidential treatment
27 under the applicable legal principles. The parties further acknowledge, as set forth
28 in Section 13.3, below, that this Stipulated Protective Order does not entitle them

1 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
2 procedures that must be followed and the standards that will be applied when a
3 party seeks permission from the court to file material under seal.

4 1.2. GOOD CAUSE STATEMENT

5 This action is likely to involve trade secrets, customer and pricing lists and
6 other valuable research, development, commercial, financial, technical and/or
7 proprietary information for which special protection from public disclosure and
8 from use for any purpose other than prosecution of this action is warranted. Such
9 confidential and proprietary materials and information consist of, among other
10 things, confidential business or financial information, information regarding
11 confidential business practices, or other confidential research, development, or
12 commercial information (including information implicating privacy rights of third
13 parties), information otherwise generally unavailable to the public, or which may
14 be privileged or otherwise protected from disclosure under state or federal statutes,
15 court rules, case decisions, or common law. Accordingly, to expedite the flow of
16 information, to facilitate the prompt resolution of disputes over confidentiality of
17 discovery materials, to adequately protect information the parties are entitled to
18 keep confidential, to ensure that the parties are permitted reasonable necessary
19 uses of such material in preparation for and in the conduct of trial, to address their
20 handling at the end of the litigation, and serve the ends of justice, a protective
21 order for such information is justified in this matter. It is the intent of the parties
22 that information will not be designated as confidential for tactical reasons and that
23 nothing be so designated without a good faith belief that it has been maintained in
24 a confidential, non-public manner, and there is good cause why it should not be
25 part of the public record of this case.

26
27 2. DEFINITIONS

28 2.1 Action: this is a pending federal lawsuit.

1 2.2 Challenging Party: a Party or Non-Party that challenges the
2 designation of information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
4 how it is generated, stored or maintained) or tangible things that qualify for
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
6 the Good Cause Statement.

7 2.4 “HIGHLY CONFIDENTIAL” Information or Items: information
8 (regardless of how it is generated, stored or maintained) that qualifies as
9 “CONFIDENTIAL” information, and contains extremely sensitive information,
10 the disclosure of which to another party would create a risk of competitive injury,
11 including but not limited to: (i) marketing, financial, sales, web traffic, research
12 and development, or technical, data or information; (ii) commercially sensitive
13 competitive information, including, without limitation, information obtained from
14 a Non-Party pursuant to a current Nondisclosure Agreement (“NDA”); (iii)
15 information or data relating to future products not yet commercially released
16 and/or strategic plans; (iv) trade secret, or other confidential research and
17 development information; and (v) commercial agreements, settlement agreements
18 or settlement communications, the disclosure of which is likely to cause harm to
19 the competitive position of the Producing Party.

20 2.5. Counsel: Outside Counsel of Record and House Counsel (as well as
21 their support staff).

22 2.6 Designating Party: a Party or Non-Party that designates information
23 or items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
25 ONLY.”

26 2.7 Disclosure of Discovery Material: all items or information,
27 regardless of the medium or manner in which it is generated, stored, or maintained
28 (including, among other things, testimony, transcripts, and tangible things), that

1 are produced or generated in disclosures or responses to discovery in this matter.

2 2.8 Expert: a person with specialized knowledge or experience in a
3 matter pertinent to the litigation who has been retained by a Party or its counsel to
4 serve as an expert witness or as a consultant in this Action.

5 2.9 House Counsel: attorneys who are employees of a party to this
6 Action. House Counsel does not include Outside Counsel of Record or any other
7 outside counsel.

8 2.10 Non-Party: any natural person, partnership, corporation, association,
9 or other legal entity not named as a Party to this action.

10 2.11 Outside Counsel of Record: attorneys who are not employees of a
11 party to this Action but are retained to represent or advise a party to this Action
12 and have appeared in this Action on behalf of that party or are affiliated with a law
13 firm which has appeared on behalf of that party, and includes support staff.

14 2.12 Party: any party to this Action, including all of its officers, directors,
15 employees, consultants, retained experts, and Outside Counsel of Record (and
16 their support staffs).

17 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
18 Discovery Material in this Action.

19 2.14 Professional Vendors: persons or entities that provide litigation
20 support services (e.g., photocopying, videotaping, translating, preparing exhibits
21 or demonstrations, and organizing, storing, or retrieving data in any form or
22 medium) and their employees and subcontractors.

23 2.15 Protected Material: any Disclosure or Discovery Material that is
24 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
25 ATTORNEYS’ EYES ONLY.”

26 2.16 Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.

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1 3. SCOPE

2 3.1 All Protected Material shall be used solely for this case or any related
3 appellate proceeding, and not for any other purpose whatsoever, including without
4 limitation any other litigation, patent prosecution or acquisition, patent
5 reexamination or reissue proceedings, or any business or competitive purpose or
6 function. Protected Material shall not be distributed, disclosed or made available
7 to anyone except as expressly provided in this Order.

8 3.2 The protections conferred by this Order cover not only Protected
9 Material (as defined above), but also (1) any information copied or extracted from
10 Protected Material; (2) all copies, excerpts, summaries, or compilations of
11 Protected Material; and (3) any testimony, conversations, or presentations by
12 Parties or their Counsel in court or in other settings that might reveal Protected
13 Material.

14 3.3 Nothing in this Protective Order shall prevent or restrict a Producing
15 Party's own disclosure or use of its own Protected Material to any person for any
16 purpose.

17 3.4 This Order does not preclude any Party or Non-Party from using
18 Protected Material with the consent of the Producing Party or by order of the
19 Court.

20 3.5 This Order does not preclude any Party or Non-Party from moving
21 the Court for additional protection of any Discovery Material or modification of
22 this Order, including, without limitation, moving for an Order that certain matter
23 not be produced at all.

24 3.6 Any use of Protected Material at trial shall be governed by the orders
25 of the trial judge and other applicable authorities. This Order does not govern the
26 use of Protected Material at trial.

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1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees
4 otherwise in writing or a court order otherwise directs. Final disposition shall be
5 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
6 with or without prejudice; and (2) final judgment herein after the completion and
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
8 including the time limits for filing any motions or applications for extension of
9 time pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection.

12 Each Party or Non-Party that designates information or items for protection under
13 this Order must take care to limit any such designation to specific material that
14 qualifies under the appropriate standards.

15 Mass, indiscriminate, or routinized designations are prohibited.
16 Designations that are shown to be clearly unjustified or that have been made for an
17 improper purpose (e.g., to unnecessarily encumber the case development process
18 or to impose unnecessary expenses and burdens on other parties) may expose the
19 Designating Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that
21 it designated for protection do not qualify for protection, that Designating Party
22 must promptly notify all other Parties that it is withdrawing the inapplicable
23 designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided
25 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for
27 protection under this Order must be clearly so designated before the material is
28 disclosed or produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic
3 documents, but excluding transcripts of depositions or other pretrial or trial
4 proceedings), that the Producing Party affix at a minimum, the legend
5 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” (hereinafter “HIGHLY
7 CONFIDENTIAL legend”), to each page that contains protected material. A Party
8 or Non-Party that makes original documents available for inspection need not
9 designate them for protection until after the inspecting Party has indicated which
10 documents it would like copied and produced. During the inspection and before
11 the designation, all of the material made available for inspection shall be deemed
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
13 inspecting Party has identified the documents it wants copied and produced, the
14 Producing Party must determine which documents qualify for protection under
15 this Order. Then, before producing the specified documents, the Producing Party
16 must affix the “CONFIDENTIAL” legend or “HIGHLY CONFIDENTIAL”
17 legend to each page that contains Protected Material.

18 (b) for testimony given in depositions that the Designating Party
19 identifies the Disclosure or Discovery Material on the record at the time the
20 testimony is given or by sending written notice of which portions of the transcript
21 of the testimony are designated within 30 days of receipt of the transcript of the
22 testimony. During the 30-day period, the entire transcript will be treated as
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Any Protected
24 Material that is used in the taking of a deposition shall remain subject to the
25 provisions of this Protective Order, along with the transcript pages of the
26 deposition testimony dealing with such Protected Material. In such cases the court
27 reporter shall be informed of this Protective Order and shall be required to operate
28 in a manner consistent with this Protective Order. In the event the deposition is

1 recorded (by video or otherwise), the original and all copies of the recording shall
2 be designated pursuant to the terms of this Protective Order. Counsel for any
3 Producing Party shall have the right to exclude from oral depositions, other than
4 the deponent, deponent's counsel, the reporter and videographer (if any), any
5 person who is not authorized by this Protective Order to receive or access
6 Protected Material based on the designation of such Protected Material. Such
7 right of exclusion shall be applicable only during periods of examination or
8 testimony regarding such Protected Material.

9 (c) for information produced in some form other than documentary
10 and for any other tangible items, that the Producing Party affix in a prominent
11 place on the exterior of the container or containers in which the information is
12 stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
13 ATTORNEYS' EYES ONLY."

14 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
15 failure to designate qualified information or items does not, standing alone, waive
16 the Designating Party's right to secure protection under this Order for such
17 material. Upon timely correction of a designation, the Receiving Party must make
18 reasonable efforts to assure that the material is treated in accordance with the
19 provisions of this Order.

20 5.4 Upward Designation of Materials Produced By Opposing Party. A
21 Party may upward designate (i.e., change any documents or other material
22 produced without a designation to a designation of "CONFIDENTIAL" or
23 "HIGHLY CONFIDENTIAL — ATTORNEYS' EYES ONLY," or change any
24 Protected Material produced as "CONFIDENTIAL" to a designation of
25 "CONFIDENTIAL — ATTORNEYS' EYES ONLY") any Discovery Material
26 produced by any other Party or Non-Party, provided that said Discovery Material
27 contains the upward Designating Party's own Protected Material, or otherwise is
28 entitled to protective treatment under Federal Rule of Civil Procedure 26(c).

Upward designation shall be accomplished by providing written notice to all Parties identifying (by bates number or other individually identifiable information) the Discovery Material to be re-designated within sixty (60) days of production by the Producing Party. Failure to upward designate within sixty (60) days of production, alone, will not prevent a Party from obtaining the agreement of all Parties to upward designate certain Discovery Material or from moving the Court for such relief. Any Party may object to the upward designation of Discovery Material pursuant to the procedures set forth herein regarding challenging designations. Unless the Designating Party has waived or withdrawn their “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” designation, all Parties shall continue to afford the material in question the level of protection sought by the upward designating Party until the Court rules on the challenge.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order. Any challenge to a designation of Discovery Material under this Order shall comply with the procedures set forth in Local Rule 37-1.

6.2 Meet and Confer. The Challenging party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

6.4 The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other Parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all Parties shall continue to afford the material in question the level of protection to which it is

1 entitled under the Producing Party's designation until the Court rules on the
2 challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that
5 is disclosed or produced by another Party or by a Non-Party in connection with
6 this Action only for prosecuting, defending, or attempting to settle this Action.
7 Such Protected Material may be disclosed only to the categories of persons and
8 under the conditions described in this Order. When the Action has been
9 terminated, a Receiving Party must comply with the provisions of Section 13
10 below (FINAL DISPOSITION).

11 Protected Material must be stored and maintained by a Receiving Party at a
12 location and in a secure manner that ensures that access is limited to the persons
13 authorized under this Order.

14 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
15 otherwise ordered by the court or permitted in writing by the Designating Party, a
16 Receiving Party may disclose any information or item designated
17 "CONFIDENTIAL" only to:

- 18 (a) the Receiving Party;
- 19 (b) the Receiving Party's Outside Counsel of Record in this
20 Action, as well as employees of said Outside Counsel of Record to whom it is
21 reasonably necessary to disclose the information for this Action;
- 22 (c) the officers, directors, and employees (including House
23 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
24 this Action;
- 25 (d) Experts (as defined in this Order) of the Receiving Party to
26 whom disclosure is reasonably necessary for this Action and who have signed the
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);
- 28 (e) the Court and its personnel;

- 1 (f) court reporters and their staff;
- 2 (g) professional jury or trial consultants, mock jurors, and
- 3 Professional Vendors to whom disclosure is reasonably necessary for this Action
- 4 and who have signed the “Acknowledgment and Agreement to Be Bound”
- 5 (Exhibit A);
- 6 (h) the author or recipient of a document containing the
- 7 information or a custodian or other person who otherwise possessed or knew the
- 8 information, provided such person is informed of the terms of this Protective
- 9 Order and is not given copies of the Protected Material to retain;
- 10 (i) during their depositions, witnesses and attorneys for witnesses
- 11 in the Action to whom disclosure is reasonably necessary provided: (1) they sign
- 12 the form attached as Exhibit A hereto; and (2) they will not be permitted to keep
- 13 any confidential information, unless otherwise agreed by the Designating Party or
- 14 ordered by the court. Pages of transcribed deposition testimony or exhibits to
- 15 depositions that reveal Protected Material may be separately bound by the court
- 16 reporter and may not be disclosed to anyone except as permitted under this
- 17 Stipulated Protective Order; and
- 18 (j) any mediator or settlement officer, and their supporting
- 19 personnel, mutually agreed upon by any of the parties engaged in settlement
- 20 discussions.

21 7.3 Disclosure of “HIGHLY CONFIDENTIAL” Information or Items.

22 Unless otherwise ordered by the Court or permitted in writing by the Designating

23 Party, a Receiving Party may disclose any information or item designated

24 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to the

25 persons listed in Section 7.2, except such may not be disclosed to: (i) those

26 persons listed in 7.2(a) and 7.2(c); (ii) those persons listed in 7.2(d) without prior

27 disclosure to the Disclosing Party of the Expert (and that Expert’s CV and list of

28 employers in the last five years) and a 30-day opportunity for the Disclosing Party

1 to object, during the pendency of which objection the material shall not be
2 disclosed to the persons listed in 7.2(d); and (iii) mock jurors as listed in 7.2(g).

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
4 IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other
6 litigation that compels disclosure of any information or items designated in this
7 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
8 EYES ONLY,” that Party must:

9 (a) promptly notify in writing the Designating Party. Such
10 notification shall include a copy of the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena
12 or order to issue in the other litigation that some or all of the material covered by
13 the subpoena or order is subject to this Protective Order. Such notification shall
14 include a copy of this Stipulated Protective Order; and

15 (c) cooperate with respect to all reasonable procedures sought to
16 be pursued by the Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served
18 with the subpoena or court order shall not produce any information designated in
19 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
20 ATTORNEYS’ EYES ONLY” before a determination by the court from which
21 the subpoena or order issued, unless the Party has obtained the Designating
22 Party’s permission. The Designating Party shall bear the burden and expense of
23 seeking protection in that court of its confidential material and nothing in these
24 provisions should be construed as authorizing or encouraging a Receiving Party in
25 this Action to disobey a lawful directive from another court.

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1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced
4 by a Non-Party in this Action and designated as "CONFIDENTIAL" or
5 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information
6 produced by Non-Parties in connection with this litigation is protected by the
7 remedies and relief provided by this Order. Nothing in these provisions should be
8 construed as prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery
10 request, to produce a Non-Party's confidential information in its possession, and
11 the Party is subject to an agreement with the Non-Party not to produce the Non-
12 Party's confidential information, then the Party shall:

- 13 (1) promptly notify in writing the Requesting Party and the
14 Non-Party that some or all of the information requested
15 is subject to a confidentiality agreement with a Non-
16 Party;
17 (2) promptly provide the Non-Party with a copy of the
18 Stipulated Protective Order in this Action, the relevant
19 discovery request(s), and a reasonably specific
20 description of the information requested; and
21 (3) make the information requested available for inspection
22 by the Non-Party, if requested.

23 (c) If the Non-Party fails to seek a protective order from this court
24 within 30 days of receiving the notice and accompanying information, the
25 Receiving Party may produce the Non-Party's confidential information responsive
26 to the discovery request. If the Non-Party timely seeks a protective order, the
27 Receiving Party shall not produce any information in its possession or control that
28 is subject to the confidentiality agreement with the Non-Party before a

determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

(a) The inadvertent production by a Party of Discovery Material subject to the attorney-client privilege, work-product protection, or any other applicable privilege or protection, despite the Producing Party’s reasonable efforts to prescreen such Discovery Material prior to production, will not waive the applicable privilege and/or protection if a request for return of such inadvertently produced Discovery Material is made promptly after the Producing Party learns of its inadvertent production.

(b) Upon a request from any Producing Party who has inadvertently produced Discovery Material that it believes is privileged and/or protected, each Receiving Party shall immediately return such Protected Material or Discovery Material and all copies to the Producing Party, except for any pages containing privileged markings by the Receiving Party which shall instead be destroyed and certified as such by the Receiving Party to the Producing Party.

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of
3 any person to seek its modification by the Court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this
5 Protective Order no Party waives any right it otherwise would have to object to
6 disclosing or producing any information or item on any ground not addressed in
7 this Stipulated Protective Order. Similarly, no Party waives any right to object on
8 any ground to use in evidence of any of the material covered by this Protective
9 Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material
12 may only be filed under seal pursuant to a court order authorizing the sealing of
13 the specific Protected Material at issue. If a Party's request to file Protected
14 Material under seal is denied by the Court, then the Receiving Party may file the
15 information in the public record unless otherwise instructed by the Court.

16 12.4 Termination of Matter and Retention of Jurisdiction. The Parties
17 agree that the terms of this Protective Order shall survive and remain in effect
18 after the Final Disposition of the above-captioned matter. The Court shall retain
19 jurisdiction after Final Determination of this matter to hear and resolve any
20 disputes arising out of this Protective Order.

21 12.6 Successors. This Order shall be binding upon the Parties hereto, their
22 successors, and anyone who obtains access to Protected Material.

23 12.7 Modification by Court. This Order is subject to further court order
24 based upon public policy or other considerations,¹ and the Court may modify this
25 Order *sua2. sponte* in the interests of justice. All disputes between the Parties
26 concerning Protected Material, however designated, produced under the protection

27
28 ¹ Should source code become relevant discovery in this case, the Parties agree they will propose a supplemental Protective Order for "HIGHLY CONFIDENTIAL – SOURCE CODE" materials prior to production of source code being required.

1 of this Order shall be resolved by the United States District Court for the Central
2 District of California.

3 13. FINAL DISPOSITION

4 After the final disposition of this Action, as defined in Section 4, within 60
5 days of a written request by the Designating Party, each Receiving Party must
6 return all Protected Material to the Producing Party or destroy such material. As
7 used in this subdivision, “all Protected Material” includes all copies, abstracts,
8 compilations, summaries, and any other format reproducing or capturing any of
9 the Protected Material. Whether the Protected Material is returned or destroyed,
10 the Receiving Party must submit a written certification to the Producing Party
11 (and, if not the same person or entity, to the Designating Party) by the 60 day
12 deadline that (1) identifies (by category, where appropriate) all the Protected
13 Material that was returned or destroyed and (2) affirms that the Receiving Party
14 has not retained any copies, abstracts, compilations, summaries or any other
15 format reproducing or capturing any of the Protected Material. Notwithstanding
16 this provision, Counsel are entitled to retain an archival copy of all pleadings,
17 motion papers, trial, deposition, and hearing transcripts, legal memoranda,
18 correspondence, deposition and trial exhibits, expert reports, attorney work
19 product, and consultant and expert work product, even if such materials contain
20 Protected Material. Any such archival copies that contain or constitute Protected
21 Material remain subject to this Protective Order as set forth in Section 4
22 (DURATION).

1 14. VIOLATION

2 Any willful violation of this Order may be punished by civil or criminal
3 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
4 authorities, or other appropriate action at the discretion of the Court.

5
6 **IT IS SO ORDERED**

7 Dated: April 07, 2025

Patricia Donahue

Patricia Donahue
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on _____ [date] in the case of *HKM Enterprises, Inc. v. Parsons Government Services, Inc. et al.*, Case No. 2:23-cv-10592-MEMF-PD. I
agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply
could expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or
type full name] of _____ [print or type
full address and telephone number] as my California agent for service of process in
connection with this action or any proceedings related to enforcement of this
Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____